

COLLECTIVE AGREEMENT

between

THE BUILDING TRADES OF ALBERTA
(hereinafter referred to as the "Employer")
OF THE FIRST PART,

and

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the International
Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART

Expires June 30, 2023

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ARTICLE NO. 1 - PURPOSE

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay, and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and, to promote the mutual interest of the Employer and Employees, and in recognition whereof, the Parties hereto covenant and agree as follows:
- 1.2 Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matter of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, colour, creed, national origin, age, sex, or marital status.

ARTICLE NO. 2 - UNION SECURITY & RECOGNITION

- 2.1 This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Alberta Labour Code, and shall be binding on the Employer and the Union, and their respective successors and assigns.
- 2.2 The Employer agrees that when it hires new Employees, the Employer shall have such new Employees fill in the required Union Application for Membership cards prior to commencing work and mail same in to the Union office.
- 2.3 The Employer recognizes the Union as the exclusive bargaining agent for all personnel, as noted in certificate number 216-2018 dated September 28, 2018 issued by the Alberta Labor Relations Board.
- 2.4 The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and /or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union.

The Employer shall deduct the monies from the first pay of an Employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following Month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below).

The Employer will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all Monthly dues submitted for Members along with current address, postal code and date of hire.

The Monthly Check –Off List will reference any;

New Members are to be listed in alphabetical order with current address, postal code and date of hire;

Terminations or resignations are to be clearly identified with current address, postal code and date of termination or resignation;

Any current address change to be updated as well as name changes (i.e. marriage).

If an Employee works anytime during a month, the Employer assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the local union. Probationary employees included.

- 2.5 The Employer agrees that all eligible Employees shall maintain Union membership as a condition of employment.

- 2.6 Students hired on a temporary or casual basis not exceeding one hundred and twenty (120) calendar days shall not be required to join the Union.

ARTICLE NO. 3 – MANAGEMENT RIGHTS

- 3.1 The Union recognizes the rights of the Employer to operate the business, and direct the working force, subject to the provisions of this Agreement, and the right of the Union or employee to grieve as provided in Article 12.

The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.

- 3.2 The Company shall always have the right to hire and to discipline, demote or discharge Employees for proper cause.

ARTICLE NO. 4 – DEFINITION OF EMPLOYEE

4.1 Permanent Employees

- (a) A permanent full time Employee is a person hired to work full time hours on a continuing basis and who has completed the probationary period.
- (b) Permanent full time Employees shall be covered by all the terms and conditions of this collective agreement.

- 4.2 Should the Employer be interested in utilizing a subcontractor or consultant on a short term basis the Employer will request this in writing to the Union and the Union will not unjustly deny.

4.3 Probation

All new Employees shall be considered probationary for the first full time equivalent of ninety (90) calendar days of employment, after which time an Employee shall become permanent.

4.4 Instruction of Workforce

The Employer and/or their designate will inform the Employees of the duties and responsibilities they are expected to perform and from whom they shall receive their instructions. The Employer is responsible for issuing the policies and procedures of the Employer to the Employees.

ARTICLE NO. 5 – UNION REPRESENTATION

- 5.1 The Employer agrees to recognize Union representatives for the purposes of collective bargaining, collective agreement administration, and general Union business and further the Employer recognizes the Union representatives as the sole and exclusive representatives of all the Employees within the scope of the bargaining unit.

- 5.2 The Union agrees to notify the Employer on an annual basis or following a Union election, of the representatives of the Union covered by Article 5.1.

- 5.3 The representatives of the Union shall have the right to contact members of the bargaining unit at their place of employment on matters respecting the collective agreement or its administration. The Union shall obtain authorization from the Employer prior to any meetings of the Union representatives and Union members during working hours.

- 5.4 The Union may elect or appoint an office steward as spokesperson at the work site and will be recognized in that capacity by the Employer. The steward shall not be discriminated against for carrying out duties associated with the position. The Union shall inform the Employer of the name of the office steward.
- 5.5 The office steward may, within reason, investigate and process grievances or confer with representatives of the Union during working hours without loss of pay.
- 5.6 Time off without loss of pay shall be provided for two authorized representatives from the bargaining unit to negotiate the collective agreement up to and including mediation.

ARTICLE NO. 6 – HOURS of WORK

- 6.1 Regular hours of work for hourly paid Employees shall be forty (40) hours per week from 8 AM to 4:30 PM with a one-half (1/2) hour unpaid lunch. Other Employees may work hours to complete their activities as salaried employees.

ARTICLE NO. 7 - OVERTIME

- 7.1 Casual or occasional overtime is considered to be included as part of a salaried Employees annual compensation. Hourly paid employees will receive compensation for overtime hours worked outside of the regular hours of work, per Article 6.1, either by time off in lieu at regular time or one and a half (1.5) times the regular hourly rate for the first 2 hours worked, Monday through Friday, or two (2) times the regular hourly rate for all other overtime hours worked. Time off in lieu or overtime pay will be by mutual agreement between the Employee and the Executive Director.

ARTICLE NO. 8 – VACATIONS

- 8.1 Vacation and length of vacation will be taken at a time mutually agreeable between the Employer and Employee.
- 8.2 Vacation time will be accrued from employment start date to employment anniversary date. Any time off requested prior to the Employee's first anniversary date must be agreed to by the Employer and any additional time taken in excess of the Employee's accrued vacation will be deemed unpaid leave.
- 8.3 Every effort shall be made to ensure earned vacation is taken in the anniversary year following date of accrual. A maximum of one week per year may be carried over to the following year upon mutual agreement of the Executive Director and the employee. Any other unused accrued vacation will be forfeited.
- 8.4 Employees who have completed less than one (1) year of continuous service shall be entitled to pro-rated paid vacation at their regular rate of pay. Pro-rated vacation taken during the first year shall be deducted from the subsequent year's entitlement.

Employees who have completed one (1) or more years of continuous service shall be entitled to three (3) weeks paid vacation at their regular weekly rate.

Employees who have completed six (6) or more years of continuous service shall be entitled to four (4) weeks paid vacation at their regular weekly rate.

Employees who have completed twelve (12) or more years of continuous service shall be entitled to five (5) weeks paid vacation at their regular weekly rate.

- 8.5 Upon quitting or termination of employment all earned vacation shall be pro-rated and paid out at the Employee's regular rate of pay.

8.6 Employees whose employment has been severed prior to completing one full year of service shall receive six (6%) percent of gross earnings.

ARTICLE NO. 9 – STATUTORY HOLIDAYS

9.1 The Employer agrees to provide all Employees, with the exception of casual Employees, the following statutory holidays without loss of pay;

New Year's Day	August Civic Holiday	Victoria Day
Alberta Family Day	Thanksgiving Day	
Good Friday	Remembrance Day	
Canada Day	Christmas Day	
Labour Day	Boxing Day	

General Holidays worked by an Employee will result in the Employee being given a day off in Lieu.

ARTICLE NO. 10 – HEALTH & WELLNESS

10.1 If an Employee is hired on with the Employer and they come from a Building Trades of Alberta affiliated Union they may choose to stay in their affiliated Unions Health and Welfare Plan if allowed by said Union or join the Prairie Teamsters Health and Welfare Plan. The Employer agrees to cover all full time Employees under the above stated Health and Welfare Plans at no cost to the employee. All remittances will be paid retroactively upon completion of the probationary period. The Employer agrees to remit the minimum hourly contribution required to ensure coverage and maintain benefits for the Employees. Should an Employee be hired from a workplace that is not a Building Trades of Alberta affiliate that Employee will be added to the Prairie Teamsters Health and Welfare Plan. In addition any employee that is from a Building Trades of Alberta affiliate may elect to participate in the Prairie Teamsters Health and Welfare Plan. They may do so at any time. The Employee must indicate this choice to the Company in writing with a copy sent to the Local Union Office. Once an employee has elected to participate in the Prairie Teamsters Health and Welfare Plan they cannot revert back to the plan they were previously on.

Below outlines the Prairie Teamsters Health and Welfare Plan to all employees who have opted into the plan and/or are to receive the plan.

- (a) Any regular employee or member of the Union who has opted into the plan and/or is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from the date of employment with the Company.
- (b) It will be the responsibility of the Company to ensure that all employees who have opted into the plan are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf. Failure by the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) of each month, to the Trustees will cause the Company to be liable for any claims arising thereof.
- (c) It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
- (d) The Company shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
- (e) Medical, Surgical and Obstetrical coverage in accordance with the Standard Plan of Service provided by Medicare in the province in which the employee is domiciled.

- (f) The cost of the Health and Welfare Plan and Provincial Medical Plan shall be borne one hundred percent (100%) by the Company.
- (g) Student employees shall not be covered under the provisions of the Health and Welfare Plan if covered elsewhere, until such time as they are transferred to the regular employees' Seniority List.
- (h) Student employees shall not be eligible for the following provisions of the Health and Welfare Plan in any event:
 - 1. Weekly Indemnity
 - 2. Sick Leave
 - 3. Dental Plan
 - 4. Long Term Disability

ARTICLE NO. 11 – PENSION PLAN

14.1 If an Employee is hired on with the Employer and they come from a Building Trades of Alberta affiliated Union they may choose to stay in their affiliated Unions Pension Plan, put their contributions into a Registered Retirement Savings Plan or join the Prairie Teamsters Pension Plan. All full-time Employees of the Employer will be entitled to pension and/or Registered Retirement Savings Plan contributions on their behalf. In any event the total annual contribution to the employees plan of choice, will be equal to ten (10) percent of the Employee's gross annual salary. The Employer agrees to be bound to the same terms and conditions as a contributory Employer and in accordance with the appropriate trust agreement(s). All remittances will be paid retroactively upon completion of the probationary period. In the event that such contributions create an overpayment to the RRSP contribution or pension contribution of the Employee, the responsibility and liability of such overpayment is solely that of the Employee.

Prairie Teamsters Pension Plan

- (a) The contributions and remittances shall be remitted monthly by the fifteenth (15th) day of the month following the month to which they refer, together with a form supplied to the Company by the Union which shall provide full instructions.
- (b) Timely payment of contributions to the Trust provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:
 - i. The Union will advise the Company of the delinquency. If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and holidays, the Union may then request a meeting with the Company to provide for payment of the funds.
 - ii. In the case of failure of the Company to contribute into the Fund on the due date, the Trustees, in their joint names, may take legal action against the Company for the recovery of the amount due.

ARTICLE NO. 12 – GRIEVANCE PROCEDURE

- 12.1 In the event that either the Employer or the Union wish to process a grievance covering the interpretation, application, operation or an alleged violation of this agreement, they will reduce the complaint to writing and it shall then be submitted by the one party to the other within ten (10) working days of the event giving rise to the grievance.
- 12.2 The parties may remain in this consultation phase as long as the parties are mutually satisfied with the progress being made. No formal limits will apply to this consultation phase. However if one or more of the parties is not satisfied with the progress being made they shall initiate the next step.
- 12.3 If the alleged grievance is not settled as in Article 12.2 the parties shall refer the dispute to an Arbitration Board. The Arbitration Board shall be comprised of one (1) member appointed by each of the parties and a neutral chairperson appointed by the members. Each party shall bear the expense of their appointee and the expense of the chairperson shall be shared equally by the parties. The decision of the Arbitration Board shall be final and binding on both parties.
- 12.4 If either party fails to appoint a member to the arbitration board within ten (10) working days or if the appointed members cannot agree on a neutral chairperson within fourteen (14) days of the second member such appointments will be made in accordance with the Alberta Labour Relations Code.
- 12.5 The Arbitration Board shall be vested with the authority to decide whether any matters referred to it is arbitrable. It shall not alter, amend, or change the terms of this agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award the decision of the Chairperson shall be the award.
- 12.6 By mutual written consent the foregoing time limits may be extended.
- 12.7 As an alternate procedure the parties to this agreement may mutually agree to a mediator or single arbitrator. The decision of the single mediator or arbitrator shall be final and binding on both parties, and either the arbitrator or mediator must be appointed within ten (10) days as in Article 12.4.

ARTICLE NO. 13 – PAY DAYS

- 13.1 Employees shall be paid weekly. Wages shall be deposited directly into the Employee's bank account of choice.

ARTICLE NO. 14 – WARNINGS, DISCIPLINE and DISMISSALS

- 14.1 The Union agrees that the Employer has the right to discharge for just cause. At the time of discharge the Employer will advise both the Employee and the Union in writing of reasons for discharge.
- 14.2 The Union recognizes the rights of the Employer to warn, suspend, and discharge an Employee through a progressive discipline procedure, subject to the Employees right to the grievance procedure.
- 14.3 Any warnings, written or verbal, shall be removed from the Employee's personnel file after one (1) year, and not be held against the Employee in the future.
- 14.4 The Employer agrees that the Employee has the right to review their personnel file upon request.
- 14.5 The Union reserves the right for an Employee to have the Steward or representative of the Union present at a disciplinary meeting, and both parties will endeavour to expedite the meeting.

ARTICLE NO. 15 – EXPENSES and VEHICLES

- 15.1 Employees may be issued a company credit card at the discretion of the Executive Director for all reasonable work related expenses. Employees will be expected to submit all relevant documentation required to justify or validate credit card expenses.
- 15.2 Effective October 1 2019 Employees who are required to drive their personal vehicle for work purposes on a consistent basis will be compensated a monthly vehicle allowance of seven hundred and fifty (\$750) dollars per month to cover vehicle expenses. In addition to the monthly vehicle allowance all fuel expenses for business travel will be covered by the Employer. Employees that are required to use their personal vehicle on a casual basis will be compensated at a rate of two hundred (\$200) dollars per month. An employee using their vehicle on a causal basis that travels more than four hundred kilometers (400km) in any month will be compensated fifty two cents (\$0.52) per kilometer for all kilometers driven in excess of four hundred kilometers (400km) in that month. "Casual Vehicle Use" and "Consistent Vehicle Use" is distinguished as per job classification in Appendix A.

ARTICLE NO. 16 – LEAVE of ABSENCE

- 16.1 Bereavement Leave - All employees shall be entitled to Bereavement Leave entitlement as follows: When a death occurs to a member of the employee's immediate family, the employee will be granted, upon request, Bereavement Leave for the three (3) working days within a thirty (30) day period following the day of death.

The employee will be compensated at their regular daily rate of pay, for Bereavement Leave.

Provided the employee attends the funeral, and that day is one other than one of the three (3) days immediately following the day of death, the employee shall be compensated at their regular daily rate of pay, for wages lost from their regular schedule on the day of the funeral.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, step-sons, and step-daughters. Step-father and stepmother will be recognized provided such step-father or step-mother has the status of the employee's father or mother.

In the event of the death of the employee's grandfather or grandmother, or the employees spouses grandfather or grandmother, the conditions of this Article will apply only if the employee attends the funeral.

Note: the "spouse" of the employee shall be defined as the spouse on record with the Employer's personnel department.

The Employer may require an employee to provide proof of death of a member of the immediate family. Such proof will include place, time and date of death.

In the event the funeral is held on an employee's regular work day, other than the three (3) days within the thirty (30) day period, the employee will be granted, upon request, Leave on that day to attend the funeral.

- 16.2 Funeral Leave - Upon application to the Executive Director, an amount of time up to a maximum of one-half (1/2) day leave of absence without deduction of pay, to attend a funeral as pallbearer or mourner may be granted.
- 16.3 Jury Duty - Employees who are required to serve as jurors or witnesses in any court, shall be granted leave of absence with pay for this purpose. The employee concerned shall deposit with the employer any reimbursement received.

- 16.4 Maternity/Paternity Leave - Leave of absence without pay in case of pregnancy shall be granted in accordance with the provisions of the applicable labour code. Such leave will not affect annual vacation entitlements, seniority, or sick leave, and may be extended up to an additional three (3) months on approval by the Employer.
- 16.5 Special Medical Leave - where an Employee is required to absent him/herself from work in order to attend an appointment with a medical specialist, the Employer shall grant such unpaid time off, providing the Employee has requested such time off at least seven (7) calendar days in advance of the appointment. Special consideration will be given in the event of short notice of appointments due to openings with the medical specialist due to cancellation, and without undo inconvenience to normal operations.
- 16.6 Marriage Leave - The Employer shall grant, upon written request, up to five (5) consecutive unpaid days off for an Employee to attend his/her own wedding.

ARTICLE NO. 17 - DURATION

17.1 This Agreement will be in full force and effect on and after the first (1st) day of July, 2019 to and including the thirtieth (30th) day of June 2023, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the thirtieth (30th) day of June 2023, or sixty (60) days prior to the thirtieth (30th) day of June in any year subsequent thereto.

SIGNED THIS _____ DAY OF _____, 2019

For the Employer:

For the Union:

 Terry Parker – Executive Director
 Building Trades of Alberta

 Ken Krawchenko – Business Agent
 General Teamsters, Local Union No. 362

 Keith Stevenson
 Financial Secretary

 Chance Hrycun – Business Agent
 General Teamsters, Local Union No. 362

APPENDIX A – EMPLOYEE CLASSIFICATIONS AND SALARIES

Unique relationship between the Employer and Employees

The Union and its members recognize the unique relationship that exists between those Employees, the Executive Director and the Executive Council of the Employer. Typically, Employees work using their own initiative and with minimal supervision. Employees are able to organize and prioritize their own workload through the guidance and direction of the Executive Director. All positions and Employees ultimately report to the Executive Director. Salaries have been established for Labour Representative, Government Affairs Representative, Stakeholder Relations Representative, Communications and Marketing Representative, Assistant to the Executive Director/Office Manager, BTA Charitable Foundation Administrative Coordinator and Administrative Assistant. Due consideration has been given regarding the flexibility of working hours required and the likelihood of occasional overtime and therefore the base salaries are considered to be inclusive of overtime performed at the discretion of the Employee.

The Employer has the right to establish new positions in accordance with the needs of the organization and furthermore salaries, hourly rates or compensation packages for those positions shall be subject to negotiation between the Union and the Employer. In the event an agreement cannot be arrived at, the matter will be referred to an arbitrator using final offer selection.

Job Classification And Vehicle Allowance	YEAR ONE OF EMPLOMENT FROM DATE OF HIRE	YEAR TWO OF EMPLOYMENT FROM DATE OF HIRE	YEAR THREE OR MORE OF EMPLOYMENT FROM DATE OF HIRE
Labour Representative Consistent (\$750)	\$90,000.00	\$103,000.00	\$115,245.00
Government Affairs Representative Consistent (\$750)	\$90,000.00	\$103,000.00	\$115,245.00
Stakeholder Relations Representative Consistent (\$750)	\$63,000.00	\$72,000.00	\$80,000.00
Communications and Marketing Representative Consistent (\$750)	\$90,000.00	\$110,000.00	\$130,000.00
Assistant to the Executive Director/Office Manager Casual (\$200)	\$60,000.00	\$76,000.00	\$90,767.00
BTA Charitable Foundation Administrative Coordinator Consistent (\$750)	\$45,000.00	\$54,000.00	\$62,400.00
Administrative Assistant Casual (\$200)	\$40,000.00	\$49,000.00	\$58,000.00

In year one (1) and two (2) of the agreement there will be no wage increases. On July 1, 2021 a raise will be given to all classifications of the agreement equal to the consumer price index (CPI) in Alberta in 2020 as a wage increase for July 1, 2021. On July 1, 2022 a raise will be given to all classifications of the agreement equal to the cost of living increase in Alberta from 2021 as a wage increase for July 1, 2022. Should the consumer price index in either year be a reduction the Employee's wages will remain status quo.

"CPI Change" shall be the average percent change in the Alberta All Items Consumer Price Index over the calendar year prior to the year of calculation. The index shall be that published at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09j-eng.htm>

The Employer will not use an Employee in a lower classification to eliminate an Employee in a higher classification.

The Employer at their discretion may progress someone through the wage scale ahead of the above timelines if an Employees performance warrants it.

LETTER OF UNDERSTANDING #1

BETWEEN: The Building Trades of Alberta
(hereinafter referred to as the "Employer")

AND: General Teamsters, Local Union No. 362
(hereinafter referred to as the "Union")

Further to the Collective Agreement between the Union and the Employer and in consideration of past service, this Letter of Understanding recognizes the pre-existing terms and conditions of employment, as specified in this letter, and agreed to by the Employer, the Employee and the Union. This Letter of Understanding and the specific terms and conditions outlined herein, will be honoured as long as the employment relationship continues between the named Employee and the Employer or until any other agreement is mutually agreed to by the Employer, the Employee and the Union;

Salary: Annual salary will be paid in accordance with Appendix "A".

Pension, Health and Welfare:

Jacque Tackaberry – (the Employee) - Monthly pension contributions will be paid to the IBEW Local 424 Pension Plan, on behalf of the Employee, based on the equivalent of 160 hours times the current rate. A once annual residual make up contribution will be made to the financial institution of the Employees' choice based on the equivalent of one hundred and sixty (160) hours times the current rate.

Monthly Health and Welfare payments will be made to the IBEW Local 424 health and Welfare plan, on behalf of the Employee based on the equivalent of one hundred and sixty (160) hours times the current rate.

Delanee Daviau – (the Employee) Monthly pension contributions will be made will be paid to the Ironworkers Local 720 Pension Plan, on behalf of the Employee, based on the equivalent of one hundred and sixty (160) hours times the current rate.

Monthly Health and Welfare payments will be made to the Ironworkers Local 720 Pension Plan health and Welfare plan, on behalf of the Employee based on the equivalent of one hundred and sixty (160) hours times the current rate.

SIGNED THIS _____ DAY OF _____, 2019

For the Employer:

For the Union:

Terry Parker – Executive Director
Building Trades of Alberta

Ken Krawchenko – Business Agent
General Teamsters, Local Union No. 362

Keith Stevenson
Financial Secretary

Chance Hrycun – Business Agent
General Teamsters, Local Union No. 362